RE: Appeal for Bell Haven Dock

Dear Board of Supervisors,

Please see the enclosed two items:

- 1) My final Lakebed Alteration Agreement from the Department of Fish and Wildlife.
- 2) Over 50 letters of support from neighbors, business owners and community leaders encouraging the Board to deny the Appeal Continuance request and to deny the Appeal itsef.

Best, Laurie Dohring CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

NORTH CENTRAL REGION 1701 NIMBUS ROAD RANCHO CORDOVA, CA 95670

LAKE ALTERATION AGREEMENT

NOTIFICATION No. 1600-2017-0122-R2

CLEAR LAKE

BELL HAVEN HOMEOWNERS ASSOCIATION DOHRING DOCK

This Lake Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Bell Haven Homeowners Association (the Permittee) as represented by Laurie Dohring.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on April 14, 2017, that Permittee intends to complete the project described herein.

WHEREAS, pursuant to Fish and Game Code section 1603, CDFW has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with the Agreement.

PROJECT LOCATION

The project is located on Clear Lake, in the County of Lake, State of California; Latitude 39.002758° N, Longitude 122.792069° W; Township 10N, Range 5E, Section 6, of the Lucerne U.S. Geological Survey Quadrangle. See Exhibit A for Project Location Map.

PROJECT DESCRIPTION

The project is limited to the replacement and expansion of an existing dock. The resort's existing dock facilities occupy 1,457-square feet and include: an elevated deck (40-feet by 166-feet) and landing (69-square feet), hinged ramp (2-feet by 24-feet), and, a floating fiberglass dock (8-feet by 80.5-feet). The existing ramp and floating dock system will be replaced with a contiguous elevated dock and pavilion with ramps down to a covered floating boat lift and a floating boat dock. The new dock features will necessitate installing 21 8-inch steel pilings. Lighting will also be installed to illuminate the dock deck and pavilion. See Exhibit B.



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The rehabilitated elevated dock will become a single structure 270.5-feet extending from the shoreline out to 182-feet. The end of the dock will be expanded to create a 24-foot by 24-foot covered and lighted pavilion. The surface area of the elevated dock structure, landing, and pavilion will be 2,018-square feet. A ramp (80 square feet) at the pavilion will lead down to a covered boatlift covered by a 29-foot by 15-foot roof and including a 277-square foot floating boatlift. Another ramp (80 square feet) at the pavilion will lead down to floating boat slip (768-square feet). The combined width of the three dock structures (dock/pavilion, boatlift, and boat slip) is 75-feet.

In summary, when completed, the resort's rehabilitation and expansion project will occupy 3,063-square feet, increasing its floating dock area by 401 square feet and the elevated dock area by 1,205 square feet.

A diesel powered, floating steel barge (30-feet by 50-feet.) with a Bucyrus Series 22B crane and a free falling 2,700 lb. drop hammer pile-driver will be used to install 21 pilings and transport dock structure modules for disposal and assembly. The free-falling drop hammer pile-driver is the least obtrusive method available for installing pilings. A 1-in. rubber spacer will be placed between the metal piling and the hammer to reduce noise and vibrations and protect the piling during installation. The existing elevated dock will be removed from its pilings, which will remain, and be disposed of by the contractor. The existing dilapidated floating dock will also be removed by the contractor for disposal.

The pile driving will be done in three phases: 1) Elevated dock and pavilion, 2) Boat lift dock, and 3) Floating boat slip dock.

It is estimated that it may take 20 hours to drive 21 piles. The new dock will be constructed offsite in 40-foot modules and barged to the project site for attachment to the pilings. Installing the dock modules is estimated to take 32 working hours. In summary, the project, weather permitting, may take from 11 to 15 days, most likely within a contiguous 4-week period.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: Clear Lake hitch (*Lavinia exilicauda chi*), nesting birds, amphibians, and other aquatic and terrestrial plant and wildlife species.

The adverse effects the project could have on the fish or wildlife resources identified above include: soil compaction or other disturbance to soil layer, temporary release of contaminants (i.e. incidental from construction), disruption to nesting birds, reptiles and other wildlife.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

The Permittee shall meet each administrative requirement described below.

- 1.1 <u>Documentation at Project Site</u>. The Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 <u>Providing Agreement to Persons at Project Site</u>. The Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of the Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 <u>Notification of Conflicting Provisions</u>. The Permittee shall notify CDFW if the Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact the Permittee to resolve any conflict.
- 1.4 <u>Project Site Entry</u>. The Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement.
- 1.5 <u>Notification of Project Modification.</u> The Permittee agrees to notify CDFW of any modifications made to the project plans submitted to CDFW.
- 1.6 <u>Change of Conditions and Need to Cease Operations</u>. If conditions arise, or change, in such a manner as to be considered deleterious to the lake or wildlife, operations shall cease until corrective measures approved by CDFW are taken.
- 1.7 <u>Does Not Authorize "Take."</u> This Agreement does not authorize "take" of any listed species. Take is defined as hunt, pursue, catch, capture or kill or attempt to hunt, pursue, catch, capture, or kill. If there is potential for take of any listed species to occur, shall consult with CDFW as outlined in FGC Section 2081 and shall obtain the required state and federal threatened and endangered species permits.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, the Permittee shall implement each measure listed below.

2.1 <u>Work Period.</u> The time period for completing the work within the lake shall be confined to the period between October 15th and December 31st of the same calendar year during the term of this Agreement. Work within the dry portion of the lake shall be timed with awareness of precipitation forecasts and likely increases in

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lake level. Construction activities within the dry portion of the lake shall cease until all reasonable erosion control measures, have been implemented prior to all storm events. Construction equipment and material shall be removed from the floodplain if inundation is likely.

- 2.2 Work Period Modification. If the Permittee needs more time to complete the project activity, the work may be permitted outside of the work period and extended on a day-to-day basis (or for some other set period of time) by a CDFW representative who reviewed the project, or if unavailable, through contact with the Regional office (see Contact Information). The Permittee shall submit a written request for a work period variance to CDFW. The work period variance request shall: 1) describe the extent of work already completed; 2) detail the activities that remain to be completed; 3) detail the time required to complete each of the remaining activities; and 4) provide photographs of both the current work completed and the proposed site for continued work. The work period variance request should consider the effects of increased lake levels, rain delays, increased erosion control measures. limited access due to saturated soil conditions, and limited growth of erosion control grasses due to cool weather. Work period variances are issued at the discretion of CDFW. CDFW will review the written request to work outside of the established work period. CDFW will have ten calendar days to review the proposed work period variance. CDFW reserves the right to require additional measures to protect fish and wildlife resources as a condition for granting the variance.
- 2.3 <u>Lake Materials</u>. Rock, gravel, and/or other materials shall not be imported to, taken from or moved within the bed or banks of Clear Lake except as otherwise addressed in this Agreement.
- 2.4 <u>Vegetation Removal</u>. Disturbance or removal of vegetation shall not exceed the minimum necessary to complete operations. No native trees with a trunk diameter at breast height (DBH) in excess of four (4) inches shall be removed or damaged during construction. Where native trees or woody riparian vegetation split into several trunks close to ground level, the DBH shall be measured for each trunk and calculated as one tree. Using hand tools (clippers, chain saw, etc.), trees may be trimmed to the extent necessary to gain access to the work sites. All cleared material/vegetation shall be removed out of the lake.
- 2.5 <u>Bird Nests</u>. It is unlawful to take, possess, or needlessly destroy the nest or eggs of any bird except as otherwise provided by the FGC. No trees that contain active nests of birds shall be disturbed until all eggs have hatched and young birds have fledged without prior consultation and approval of a CDFW representative. If construction is scheduled during the breeding season (approximately February 15th to August 31st) then a breeding bird survey will be conducted no more than 15 days prior to the start of construction by a CDFW approved biologist. All active bird nests will be marked following the survey to avoid destruction by equipment. If nesting raptors or migratory birds are identified within the area, a non-disturbance buffer will be established around the nest site. The size of the non-disturbance

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- buffer and any other restrictions will be determined, before project activities commence, through consultation with CDFW following completion of the survey.
- 2.6 <u>Biological Monitor.</u> A biological monitor is an individual experienced with construction level biological monitoring and who is able to recognize species in the project area and who is familiar with the habits and behavior of those species. Biological monitors shall have academic and professional experience in biological sciences and related resource management activities as it pertains to this project. All biological monitors for the project shall be approved by CDFW prior to commencement of covered activities.
- On-site Biologist with Stopwork Authorization. Permittee shall have a qualified biologist on site daily during pile driving to ensure that Measure 2.8 is being met and minimizes impacts to fish and wildlife habitat. The biologist shall be authorized to stop construction if necessary to protect fish and wildlife resources. If any sensitive State listed Species of Special Concern, or threatened or endangered species, are found the biologist shall inform CDFW. If there is a threat of harm to any sensitive species, or other aquatic wildlife the biologist shall halt construction and notify the Regional Office. Consultation with CDFW is required before recommencing work.
- 2.8 Special Status Species encountered during work. If the Permittee encounters any special status species during construction: work shall be suspended, the Department notified, and conservation measures shall be developed in agreement with Department prior to re-initiating the activity. If during the conduct of project activities, the Permittee encounters any species listed as Threatened or Endangered, or a candidate species pursuant to the California Endangered Species Act (CESA), work shall be suspended, and the Department notified. Work may not re-initiate until the Permittee has consulted with the Department and can demonstrate compliance with CESA.
- 2.9 <u>Pile Driving Activities</u>. The Permittee shall take precautions to minimize noise levels resulting from pile driving activities. Peak noise levels shall not exceed 206 decibel (dB) peak and 187 dB accumulated Sound Exposure Levels (SEL). If pile driving activities exceed the peak noise level threshold or any fish are killed during pile driving activities, all pile driving activities shall cease, and CDFW contacted immediately for further consultation.
- 2.10 Soft Start. Whenever there has been downtime of 30 minutes or more without pile driving, the contractor will initiate the driving with ramp-up procedures. For impact driving, an initial set of three strikes would be made by the hammer at 40-percent energy, followed by a 1-minute waiting period, then two subsequent three-strike sets at 40-percent energy, with 1-minute waiting periods, before initiating continuous driving.
- 2.11 <u>Stabilize Exposed Areas.</u> The Permittee shall take precautions to minimize turbidity/siltation during construction and post-construction periods. Precautions

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shall include, but are not limited to, best management erosion control practices to stabilize all exposed/disturbed areas within the project site to the greatest extent possible.

2.12 <u>Sediment Control</u>. Precautions to minimize turbidity/siltation shall be taken into account during project planning and implementation. This may require the placement of silt fencing, coir logs, coir rolls, straw bale dikes, or other siltation barriers so that silt and/or other deleterious materials are not allowed to pass to into the lake. Products with plastic monofilament or cross joints in the netting that are bound/stitched (such as found in straw wattles/fiber rolls and some erosion control blankets) which may cause entrapment of wildlife, shall not be allowed.

Passage of sediment beyond the sediment barrier(s) is prohibited. If any sediment barrier fails to retain sediment, corrective measures shall be taken. The sediment barrier(s) shall be maintained in good operating condition throughout the construction period and the following rainy season. Maintenance includes, but is not limited to, removal of accumulated silt and/or replacement of damaged silt fencing, coir logs, coir rolls, and/or straw bale dikes. Upon CDFW's determination that turbidity/siltation levels resulting from project related activities constitute a threat to aquatic life, activities associated with the turbidity/siltation shall be halted until effective CDFW approved control devices are installed or abatement procedures are initiated.

- 2.13 Removal of Silt Barrier. The Permittee is responsible for the removal of non-biodegradable silt barriers (such as plastic silt fencing) after the disturbed areas have been stabilized with erosion control vegetation (usually after the first growing season).
- 2.14 Heavy Equipment. Except for approved watercrafts, no heavy equipment shall operate, or any excavation take place, in the portion of the lake where water is present. Any equipment or vehicles driven and/or operated within or adjacent to the lake shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat. If maintenance or refueling of vehicles or equipment must occur on-site, use a designated area and/or a secondary containment, located away from drainage courses to prevent the runoff of storm water and the runoff of spills. Place drip pans or absorbent materials under vehicles and equipment when not in use. Equipment shall be stored in areas that any possible contamination from the equipment would not flow or be washed back into the lake.
- 2.15 <u>Hazardous Materials.</u> Debris, soil, silt, sand, rubbish, construction waste, cement or concrete or washings thereof, asphalt, paint, oil or other petroleum products or any other substances which could be hazardous to aquatic life, or other organic or earthen material from any logging, construction, or other associated work related activity shall not be stored where it could be washed back into the lake or where it will cover aquatic or riparian vegetation. Staging and storage areas for equipment,

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materials, fuels, lubricants and solvents, shall be located more than twenty (20) feet from the lake and banks. Ensure that all construction areas have proper spill clean-up materials (absorbent pads, sealed containers, booms, etc.) to contain the movement of any spilled substances. All debris shall be disposed of properly. Best Management Practices (BMPs) shall be employed to accomplish these requirements. CDFW shall be notified immediately by the Permittee of any spills and shall be consulted regarding clean-up procedures.

- 2.16 Invasive Species. Permittee shall conduct project activities in a manner that prevents the introduction, transfer, and spread of aquatic, riparian, and terrestrial invasive species from one work site and/or water body to another. Prevention BMPs and guidelines for invasive plants can be found on the California Invasive Plant Council's website at: http://www.protectyourwaters.net//www.cal-ipc.org/ip/prevention/index.php and for invasive mussels and aquatic species can be found at the Stop Aquatic Hitchhikers website: http://www.protectyourwaters.net/. Permittee shall notify CDFW immediately if an invasive species not previously known to occur within the work site is discovered during work activities by contacting CDFW's Invasive Species Program by email at Invasives@wildlife.ca.gov.
- 2.17 Decontamination of Project Equipment. Permittee shall decontaminate all tools, waders and boots, and other equipment that will enter the water prior to entering and exiting the project site to avoid the introduction and transfer of organisms. Permittee shall decontaminate project gear and equipment utilizing one of three methods: drying, using a hot water soak, or freezing, as appropriate to the type of gear or equipment. For all methods, Permittee shall begin the decontamination process by thoroughly scrubbing equipment, paying close attention to small crevices such as boot laces, seams, net corners, etc., with a stiff-bristled brush to remove all organisms. To decontaminate by drying, Permittee shall allow equipment to dry thoroughly (i.e., until there is a complete absence of water), preferably in the sun, for a minimum of 48 hours. To decontaminate using a hot water soak, Permittee shall immerse equipment in 140 degrees Fahrenheit or hotter water and soak for a minimum of 5 minutes. To decontaminate by freezing, Permittee shall place equipment in a freezer 32 degrees Fahrenheit or colder for a minimum of eight (8) hours. Repeat decontamination is required only if the equipment/clothing is removed from the site, used within a different waterbody, and returned to the project site.
- 2.18 <u>Decontamination Sites</u>. Permittee shall perform decontamination of vehicles, watercraft, and other project gear and equipment in a designated location where runoff can be contained and not allowed to pass into water courses and other sensitive habitat areas.
- 2.19 Removal of Debris, Materials and Rubbish. The Permittee shall remove all Project generated debris, building materials and rubbish from the lake and from areas within one hundred and fifty (150) feet of the high water mark, where such materials could be washed into the lake following completion of Project activities.

3. Reporting Measures

The Permittee shall meet each reporting requirement described below.

- 3.1 The Permittee shall notify CDFW within two working days of beginning work within the lake. Notification shall be submitted as instructed in Contact Information section below. Email notification is preferred.
- 3.2 Upon completion of the project activities described in this Agreement, the work area shall be digitally photographed. Photographs and notification of project completion shall be submitted to CDFW within 30 days of completion as instructed in Contact Information section below. Email submittal is preferred.

CONTACT INFORMATION

Any communication that the Permittee or CDFW submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as the Permittee or CDFW specifies by written notice to the other.

To the Permittee:

Laurie Dohring
Bell Haven Homeowners Association
3415 White Oak Way
Kelseyville, CA 95451
Phone: (818) 653-1651
Email: laurie@dohring.com

CC:

Aldaron Laird Email: riverplanner@gmail.com

To CDFW:

Department of Fish and Wildlife
North Central Region
1701 Nimbus Road
Rancho Cordova, CA 95670
Attn: Lake and Streambed Alteration Program
Notification #1600-2017-0122-R2

Phone: (916) 358-2900 or 916-358-2885

Fax: (916) 358-2912

Email: R2LSA@wildlife.ca.gov

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LIABILITY

The Permittee shall be solely liable for any violations of the Agreement, whether committed by the Permittee or any person acting on behalf of the Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require the Permittee to proceed with the project. The decision to proceed with the project is the Permittee's alone.

SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety the Agreement if it determines that the Permittee or any person acting on behalf of the Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before CDFW suspends or revokes the Agreement, it shall provide the Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide the Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the Agreement, and include instructions to the Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes CDFW from pursuing an enforcement action against the Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve the Permittee or any person acting on behalf of the Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other federal, state, or local laws or regulations before beginning the project or an activity related to it.

This Agreement does not relieve the Permittee or any person acting on behalf of the Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC sections 2050 et seq. (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse

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disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

Nothing in the Agreement authorizes the Permittee or any person acting on behalf of the Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

CDFW may amend the Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

The Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and the Permittee. To request an amendment, the Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by the Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, the Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with FGC section 1605(b), the Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, the Permittee shall submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with FGC 1605(b) through (e).

If the Permittee fails to submit a request to extend the Agreement prior to its expiration, the Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (Fish & G. Code, § 1605, subd. (f)).

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EFFECTIVE DATE

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after the Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable FGC section 711.4 filing fee listed at https://www.wildlife.ca.gov/Conservation/CEQA/Fees.

TERM

This Agreement shall expire three years from the date signed by CDFW, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. The Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

EXHIBITS

The documents listed below are included as exhibits to the Agreement and incorporated herein by reference.

- A. Exhibit A. Map of Project Location
- B. Exhibit B. Design Plans- Dated March 18, 2017

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AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of the Permittee, the signatory hereby acknowledges that he or she is doing so on the Permittee's behalf and represents and warrants that he or she has the authority to legally bind the Permittee to the provisions herein.

AUTHORIZATION

This Agreement authorizes only the project described herein. If the Permittee begins or completes a project different from the project the Agreement authorizes, the Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with FGC section 1602.

CONCURRENCE

The undersigned accepts and agrees to comply with all provisions contained herein.

FOR BELL HAVEN HOMEOWNERS ASSOCIATION Laurie Dohring Homeowner	2 Ox 201 Date
FOR DEPARTMENT OF FISH AND WILDLIFE	
Tina Bartlett	
Regional Manager	

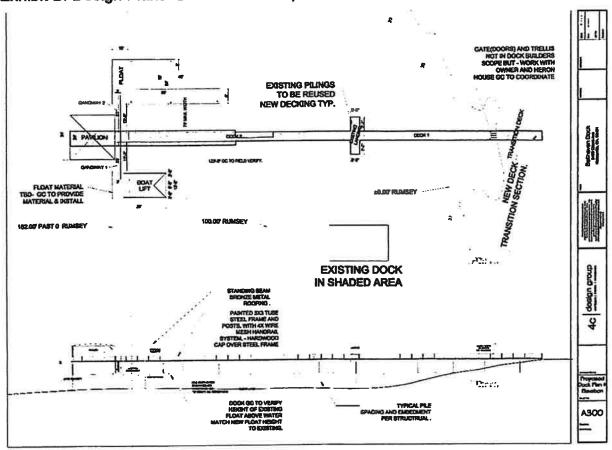
Prepared by: Tanya Sheya

Environmental Scientist

Exhibit A. Map of Project Location



Exhibit B. Design Plans- Dated March 18, 2017



Dear Supervisor Brown,

I am a long time community member having moved to Lake County in 1978. I went to high school here, left Lake County for college and retuned in 1994 to purchase a business here, rasied my two children here, have served as a school board member for the past 13 years.... in short, I am completely vested in Lake County.

I am in support of the dock project at Bell Haven Resort specifically as an example of how development of a property can enhance the surroundings and not take away from them. That if you follow the rules and complete all of the requireements, you should be able to move forward with your project.

I am requesting that you deny continuance of this appeal and deny the appeal itself. I have been to the project site and firmly believe the project is a worthwhile addition to the community. The owner has gone through all of the necessary approval steps, and it would be unreasonable if it were delayed into next year.

Sincerely,

Thomas W. Powers

From: Gene Dangel <unhnry@sbcglobal.net>

Subject: Bell Haven Dock Appeal

Date: October 20, 2017 at 10:34:21 AM PDT

To: tina.scott@lakecountyca.gov

To: Supervisor Tina Scott

Re: Continuance of the Bell Haven Dock Appeal

From: Gene Dangel Date: October 20, 2017

Dear Supervisor Scott,

I have no objection to the pending dock project at Bell Haven Resort. It is my understanding that the proposal was unanimously approved by the County Planning Commission as well as the appropriate state agencies. Many of us in Soda Bay view this project as a worthwhile addition to the community. I respectfully request that you deny the request for continuance and further request that you dismiss the appeal in its entirety. Given that the Department of Fish and Wildlife only allows a short window of October through December for this type of construction, it would be very unreasonable for Bell Haven Resort, as well as the contractor ready to perform the work, if this project were to be delayed into next year.

Sincerely,

Gene Dangel 3376 Live Oak Lane Soda Bay On Oct 20, 2017, at 9:28 AM, Trudy Nagy trudynagy@yahoo.com wrote:

October 20, 2017

RE: Continuation of the Appeal for Bell Haven Dock

Dear Board of Supervisors,

I am in support of the dock project at Bell Haven Resort, and I am requesting that you deny continuance of this appeal and deny the appeal itself. The project is a worthwhile addition to the community, and it would be unreasonable if it were delayed into next year.

Sincerely,

Trudy Nagy 6505 Hohape Ave\ Kelseyville, CA 95451 707-279-9483 From: Ken McPherson < ken.hbeach@gmail.com > Date: Thursday, October 19, 2017 at 11:21 AM

To: "tina.scott@lakecountyca.gov" < tina.scott@lakecountyca.gov>,

"moke.simon@lakecountyca.gov" <moke.simon@lakecountyca.gov>,

"jeff.smith@lakecountyca.gov" <jeff.smith@lakecountyca.gov>, "jim.steele@lakecountyca.gov"

<jim.steele@lakecountyca.gov>, "rob.brown@lakecountyca.gov"

<rob.brown@lakecountyca.gov>

Subject: Bell Haven Dock

Dear Supervisors,

I am the owner of the Edgewater Resort at <u>2640 Soda Bay Road</u> in Soda Bay. We are directly next door to Bell Haven, which is currently seeking a Shoreline Ordinance Permit in order to replace their dock.

I have just learned that there has been an appeal to the decision to issue the permit even though the Planning Commission unanimously approved it at their last meeting.

I am writing in opposition to the continuance of this appeal.

I first learned of the project after receiving a notice from the county that the Planning Commission would be taking public testimony on the matter, several months ago. I took a neutral stand on the project and explained to the commission that I had heard a great deal of conflicting information regarding the project, and that I was there to seek clarification on the nature of the project.

On every factual point at issue, staff supported the explanation provided by the owners of Bell Haven. The following day, I received an email from Laurie Dohring offering to get together so she could answer any questions I might still have. We went through the drawings of the plans and it became clear that virtually all of the objections that had been advanced by those opposing the project were based on highly inaccurate information.

As a result, I have changed my position to support the project. I have attended the subsequent appeal meetings and was disappointed to find that those in opposition were continuing to put forward the same arguments had been proven to be inaccurate.

The Dohrings have already met all requests from the county, and the request to postpone the final decision by the Board of supervisors, sadly, seems to be little more than a stalling tactic. Those in opposition have not offered any new information that would justify a delay in issuing the permit.

I urge the Board to deny the continuance of the appeal and allow the project to move forward with no further delays.

Sincerely,

Ken McPherson

Edgewater Resort

On Oct 19, 2017, at 12:33 PM, Ron Nagy < rnagy 23@yahoo.com > wrote:

Dear Board Members,

It has come to my attention that Joan Sturges has asked for a continuances on an item coming before

the Board this October 24th, 2017 meeting, regarding a dock improvement project. Speaking as a member

of the Soda Bay Springs Homeowners Association and its past president of five years, I like most of others

here in our neighborhood have no real issues regarding someone wanting to improve their property. In an area

which needs much improvement, this is a welcome breath of fresh air. I spoken to all of our current association

board members, as well as many of our other neighbors and all wish this issue be put to rest now. Please confirm

our Planning Commissions findings and vote and let us to move on to much more important matters within the county.

Thank you for your time regarding matter.

Ronald Nagy 6505 Hohape Ave. Kelseyville, Ca. 707-279-9483 TO: Board of Supervisors

FROM: Mark Tanti

DATE: October 18, 2017

RE: Bell Haven Hearing Scheduled for October 24th

I understand there has been a request made for a continuance of the Bell Haven dock permit hearing scheduled for next Tuesday. Every hearing to date has resulted in unanimous approval of this project in spite of the continued grievances of one neighbor, and now time is of the essence in receiving this approval. Because the same objections have been heard on several occasions and overruled, please consider denying the request for continuance and decide in favor of the project at Bell Haven on Tuesday, October 24.

Please include the attached letter in the correspondence regarding this issue.

Thank you, Mark Tanti DocuSign Envelope ID: DBCC0252-789D-4594-8FD6-F8E95D89870A

RE: Continuation of the Appeal for Bell Haven Dock Dear Board of Supervisors,

I am in support of the dock project at Bell Haven Resort, and I am requesting that you deny continuance of this appeal and deny the appeal itself. The project is a worthwhile addition to the community, and it would be unreasonable if it were delayed into next year.

Sincerely,

October 18, 2017



On Oct 18, 2017, at 5:21 PM, Evonne Landwehr < evonnelandwehr@gmail.com > wrote:

TO: Board of Supervisors

FROM: Evonne Landwehr

DATE: October 18, 2017

RE: Bell Haven Hearing Scheduled for October 24th

I understand there has been a request made for a continuance of the Bell Haven dock permit hearing scheduled for next Tuesday. Every hearing to date has resulted in unanimous approval of this project in spite of the continued grievances of one neighbor, and now time is of the essence in receiving this approval. Because the same objections have been heard on several occasions and overruled, please consider denying the request for continuance and decide in favor of the project at Bell Haven on Tuesday, October 24.

Please include the attached letter in the correspondence regarding this issue.

Thank you, Evonne

It is nice to be important, but it is more important to be nice.



Evonne Landwehr - **REALTOR®** RE/MAX Full Spectrum PO Box 187 Lakeport, CA 95453 707-533-9933 BRE #00820338

Dear Board of Supervisors,

I am in support of the dock project at Bell Haven Resort, and I am requesting that you deny continuance of this appeal and deny the appeal itself. The project is a worthwhile addition to the community, and it would be unreasonable if it were delayed into next year.

Sincerely,

Johna C. Souza

Dear Board of Supervisors,

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Sincerely,

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(Soda Bay Market)

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Alus Modriguez (Clear lake Vista Corfé)

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Ronald & Router (Clear take Vista Cafe)

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Ruchard Ten per Welding Ca.

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Juas Mayor

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David Brabec

Daul Pular

Clearlake outdoors

Lakeport Ca

Dear Board of Supervisors,

Estuardo Panos D.

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Dear Board of Supervisors,

Ruhar Churaling

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fermando Garcia

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Deblik M. Pfm